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INVESTIGATION

INTO

CERTAIN CHARGES PREFERRED AGAINST ARTHUR J. TURCOTTE

MEMBER FOR THE ELECTORAL DISTRICT OF MONTMORENCY

(Translation.)

THURSDAY, May 31st, 1894.

The Committee met at 10 A.M., Mr. GIROUARD in the chair.

JOSEPH P. TURCOTTE, of the city of Quebec, advocate, sworn:

By Mr. Langelier:

Q. Do you know Mr. Larose and Mr. J. B. Provost, the two witnesses summoned to appear before this committee at the same time with you?—A. Yes, sir.

Q. Did you see them yesterday, or the day before?—A. On receiving the telegram ordering me to proceed to Ottawa, I placed myself in communication, by telephone, with Mr. Provost. I was answered that he was absent. It was Mr. Larose that answered by the telephone, and informed me that he was absent.

Q. Are you sure that it was Mr. Larose who answered by the telephone?—A. Yes, sir, perfectly. It was Mr. Larose that answered me by the telephone. I asked him if he had received a telegram ordering him to go to Ottawa to give his evidence in the Turcotte matter? He said "yes." I asked him to tell me whether Mr. Provost was at his store. He answered that he was not. I said to Larose, "I will go down to the store this evening to see Mr. Provost." That was on the 29th of May. Accordingly that evening, I went down to the store and saw Mr. Provost, and his partner Mr. Larose. The question came up whether they were bound to come up here. I asked to be allowed to see the telegrams, and told them that the order was imperative.

Q. What did Mr. Provost then say to you?—A. Mr. Provost then replied to me as follows: "I will not go to Ottawa unless I am forced to go there. If they are determined to make me go there, they will have to come for me."

Q. And what did Mr. Larose say?—A. Mr. Larose said: "I will not go to Ottawa unless my expenses are paid in advance." I again asked to be shown the telegrams. I compared them with that I had myself received. I am a lawyer and familiar with this mode of procedure. I know that summonses are effected in this way by the Committee on Privileges and Elections. They answered me that they would not come, unless they were forced to do so.

Q. Mr. Provost did not speak of money?—A. Mr. Provost did not give any reasons as to money. He simply said he would not come unless he was forced to come.

(Translation.)

THURSDAY, 21st June, 1894.

The Committee met at 10.30 A.M., Mr. GIROUARD in the chair.

Mr. J. B. PROVOST, of the city of Quebec, merchant, called and examined:

By Mr. Langelier:

Q. You were sworn yesterday in relation to this inquiry?—A. Yes.

Q. Under the oath taken by you yesterday will you state what you know of this matter?—A. Yes.

Q. You were ordered to produce certain papers and documents; have you got them now?—A. I have some documents here.

Q. This is a letter, I think, in Mr. Turcotte's handwriting?—A. Yes; I hand it in as exhibit No. 2.

Q. Will you read the document? Is the signature at foot of this document, or letter, the signature of Mr. Turcotte, the member for Montmorency?—A. Yes.

Q. What is the date and place?—A. It is dated Quebec, 2nd February, 1893.

Q. Be good enough to read the document?—A.

"QUEBEC, 2nd February, 1893.

"I hereby undertake to pay to Jean Baptiste Provost the sum of four hundred dollars a year, from the first of January, 1894, on condition that the contract be awarded to Mr. Provost, and failing the said contract I undertake to pay him but three hundred dollars a year from the said date, and conditioned, of course, on my business being prosperous.

"A. J. TURCOTTE."

Q. What is the contract alluded to in the document you have just read?—A. I had only that contract; I do not see that there was any other; I had only that contract for furnishing supplies to the Citadel; I think it is a contract for furnishing provisions to the Citadel that is alluded to.

Q. What is the contract for the Citadel? What was it for?—A. The contract to supply supplies and provisions to the troops.

Q. From what date had you that contract?—A. I do not know; it would be necessary to refer to the tenders I may have made.

(Objection taken on the ground that the evidence should be limited to the charges as made and that the charge refers solely and only to the year 1893.

Question allowed.)

Q. Exhibit 3 is a letter which you also hand in?—A. Yes; the letter was sent to us that year because we had made no tender; the Government notified me that they continued the contract, as I had not tendered.

Q. From whom is that letter?—A. From the Deputy Adjutant General for the district of Quebec.

Q. Mr. Duchesnay?—A. Yes.

Q. What is the date?—A. 10th January, 1894.

Q. Would you read the letter?—A.

EXHIBIT No. 3.

"MILITIA AND DEFENCE, CANADA,
QUEBEC, 10th January, 1894.

"SIR,—I have the honour, by direction of the Major-General commanding, to inform you that your contract for supplying of potatoes and provisions to the active militia for the year 1894 at Quebec has been approved of at the same rates as the past year.

"I have the honour to be, sir,
"Your obedient servant,

"R. DUCHESNAY, *A.D.G.*

"Mr. J. B. PROVOST,
"Grocer, Quebec."

By Mr. Curran:

Q. To whom is that letter addressed?—A. To myself, J. B. Provost, grocer, Quebec.

Q. There is a reference in that letter to a contract you appear to have had with the Government, or the Militia Department, for supplying groceries and provisions to the garrison of the Citadel at Quebec?—A. Yes.

Q. You had that contract for the previous year?—A. Yes.

Q. Examine this document, which is a tender dated 28th November, 1892, whose signature is affixed to it?—A. It is my own signature.

Q. Would you be good enough to read it to the Committee?—A.

EXHIBIT No. 4.

TENDER FOR POTATOES AND GROCERIES.

Accepted.
(Sd.) C. Eug. Panet, Col.,
D. M. M. and D.

(To be made in duplicate.)

"QUEBEC, the 28th of Nov., 1892.

Particulars of service to be inserted here.

"SIR,—I hereby promise to furnish potatoes and groceries to the citadel at Quebec for one year, from January, 1893, agreeable to the terms of your advertisement, dated the , and the conditions of the contract on the other side of this paper, at the following rates, viz:—

The price or prices to be stated in words without erasure or alterations, and to be in dollars and cents. No other samples than those furnished from the department shall be considered.

"Potatoes at one and a half cents per pound.

"Groceries at 4 cents per ration, which consists of one oz. pot barley, 2 oz. cheese, one-third oz. coffee, one-quarter oz. tea, 2 oz. sugar, one-half oz. salt, one-half oz. and one thirty-sixth oz. peper, according to samples shown me by the officers calling for the supplies; and I do so with the understanding, that this tender is to be submitted to the Minister of Militia and Defence for his approval,—hereby agreeing, in the event of such approval being notified to me, to consider it as binding on me as if a formal contract had been entered into.

Signature of party tendering and place of residence.

"(Signed) J. B. PROVOST,
"Quebec."

NOTE.—An accepted cheque on a chartered bank for five per cent on the amount of the contract, payable to the order of the Minister of Militia and Defence, must accompany this tender. The amount of the cheque will be forfeited to government in the event of the contractor or contractors failing to carry out the conditions of this tender. Should the tender not be accepted the cheque will be returned.

Under no circumstances should tenderers alter the above printed form.

Q. Is this the tender you sent to the Militia Department?—A. Yes.

By Mr. Edgar:

Q. It is a tender for supplies for year 1893?—A. Yes.

By Mr. Langelier:

Q. To whom did you send that tender?—A. We sent it as we usually did to the department, I suppose the Militia Department.

Q. Did you get an answer to that tender?—A. We must have received one; I think we did, because it is the usual thing.

Q. Have you in your possession the answer you think you must have received from the department?—A. No; we do not keep them usually.

Q. What was the purport of the reply from the Militia Department?

(Question objected to as irregular, until such time as document is filed.

Objection maintained, pending proof of non-existence of copy or original.)

Q. Examine margin of document and read what is there written?—A. "Accepted (Signed) C. Eug. Panet."

Q. That is the name of MR. Panet, the Deputy Minister of Militia?—A. I do not know his signature, but I suppose that is it.

By Mr. Girouard:

Q. What is that document?—A. It is the same document; the tender is marked on the corner "accepted;" it is exhibit No. 4.

Q. Was it the first time you tendered to the Department of Militia for those supplies ?

(Question objected to as irregular and not pertinent. Question allowed.)

A. I do not remember.

Q. It was not the first time you had a contract for supplying the Citadel ?—A. We had a contract under the name of Turcotte, Provost & Co., but I do not remember the years and the date of changes of name.

Q. At the date when you sent that tender, 28th November, 1892, you were in partnership with Mr. A. J. Turcotte, the member for Montmorency ?—A. Yes, I was still in partnership with him.

Q. How long had you been in partnership with him ?—A. I was in partnership about ten years.

Q. Up to what date did that partnership between you last ?—A. Do you ask on what date the partnership was dissolved ?

Q. Yes.—A. I think it was the 11th February, 1893, it seems to me it was in 1893.

Q. From the date of the dissolution of that partnership you ceased to carry on business with Mr. Turcotte ?—A. Yes.

Q. You ceased to be partners ?—A. Yes.

Q. Did you continue doing business immediately afterwards in your own personal name ?—A. No, I was a year without doing any business at all.

Q. As to that contract which you got from the Militia Department, on your tender of 28th November, 1892, did you fulfil it ?—A. It was executed by the firm of A. J. Turcotte & Co.

Q. Who constituted the firm of A. J. Turcotte & Co. ?—A. It was Mr. Turcotte who did business under that name, it was the firm name.

Q. In speaking of Mr. A. J. Turcotte, you mean Mr. A. J. Turcotte, the member for Montmorency in the House of Commons ?—A. Yes.

Q. It was the firm name under which Mr. Turcotte did business, and he adopted it only after the dissolution of the partnership between you and him ?—A. Yes.

Q. He adopted that firm name immediately after the partnership between you and him was dissolved ?—A. Yes.

Q. Before that the firm name was Turcotte, Provost & Co. ?—A. Yes.

Q. If I have rightly understood you, you were in partnership with Mr. Turcotte under the name of Turcotte & Provost ?—A. Yes.

Q. And after that firm was dissolved—as you have stated—it was Mr. Turcotte all alone who did business ?—A. Mr. Turcotte continued doing business during one year under the name of Turcotte, Provost & Co., but alone, doing business under that name.

Q. It was after the month of February, 1893 ?—A. After the dissolution of the firm.

By Sir Hector Langevin :

Q. You were not a member of that firm ?— A. No.

By Mr. Langelier :

Q. And, if I understand you correctly, it was the firm of Turcotte, Provost & Co. that carried out the contract you had for the year 1893 ?—A. Yes.

(Objected to as being a leading question.)

THE CHAIRMAN.—I call the attention of the hon. member to the point. We must follow the rules of procedure in the examination of witnesses that prevail in courts of justice.

Mr. LANGELIER.—Mr. Chairman, I am certainly prepared to conform to the rules of procedure in regard to the examination of witnesses, but my only object is to find out what the witness means.

By Mr. Langelier :

Q. That contract lasted during the whole year 1893 ?—A. Yes.

Q. Who received payment of the price of the goods supplied ?—A. It was I myself.

Q. You received cheques from the department ?—A. Yes.

Q. You stated a little while ago, if I am not mistaken, who furnished the goods for the carrying out of the contract?—A. It was Turcotte, Provost & Co. for that year.

By Mr. Curran :

Q. Did you mention the year?—A. In 1893.

By Mr. Langelier :

Q. Up to what date in 1893?—A. The tender is dated in the month of January, and was for one year ; it was for the whole year 1893.

Q. Who delivered the goods?—A. Mr. A. J. Turcotte, doing business under the name of Turcotte, Provost & Co.

Q. To whom were the goods or supplies delivered?—A. To the Citadel, at Quebec.

Q. They were not delivered to you?—A. No.

Q. They were delivered at the Citadel for the use of the troops in garrison there?—A. Yes.

Q. Kindly examine these cheques :—

1	cheque, exhibit	5,	dated	13th January,	1893.
1	do	6,	do	14th do	1893.
1	do	7,	do	14th February,	1893.
1	do	8,	do	20th do	1893.
1	do	9,	do	14th March,	1893.
1	do	10,	do	14th do	1893.
1	do	11,	do	12th April,	1893.
1	do	12,	do	20th do	1893.
1	do	13,	do	19th May,	1893.
1	do	14,	do	19th do	1893.
1	do	15,	do	13th June,	1893.
1	do	16,	do	13th do	1893.
1	do	17,	do	14th July,	1893.
1	do	18,	do	22nd do	1893.
1	do	19,	do	14th August,	1893.
1	do	20,	do	14th do	1893.
1	do	21,	do	16th September,	1893.
1	do	22,	do	22nd do	1893.
1	do	23,	do	20th October,	1893.
1	do	24,	do	18th November,	1893.
1	do	25,	do	22nd December,	1893.

Q. Be good enough to state by whom they are signed, to whose order they are made and whether they were sent to you and delivered to you?—A. These cheques are perfectly correct, and endorsed either by Mr. Larose or by me ; Mr. Larose had a power of attorney to endorse the cheques.

Q. A power of attorney from whom?—A. A power of attorney which I myself had given him.

Q. Where is that power of attorney?—A. He has it with him.

Q. To whose order are the cheques made?—A. To the order of Jean Baptiste Provost. Jean Baptiste Provost is you, yourself?—A. Yes.

Q. Whose signature is at foot of these?—A. W. O. Forest.

Q. Who is he?—A. I think he is Mr. Forest of Quebec, an employee of the Militia Department.

Q. What is his duty in the department?—A. I do not know.

Q. It was he who used to pay you?—A. I know he gave us those cheques.

Q. I see these cheques are all endorsed "Jean Baptiste Provost" ; have you ascertained whether the endorsements on the back of the cheques were written by you?—A. As I told you just now these cheques were endorsed in part by me and in part by Mr. Larose, who held a power of attorney from me to endorse the cheques.

Q. This Mr. Larose you speak of is the party who has been summoned here as a witness?—A. Yes.

Q. What was he doing at that time?—A. He was an employee of Mr. Turcotte.

Q. Now on most of these cheques I see another endorsement under yours, namely, "Turcotte, Provost & Co."?—A. Yes.

Q. Here is one of these endorsements "Turcotte, Provost & Co.," which appears to have been signed "*per* A. E. Larose"?—A. It was Mr. Larose who signed it, under a power of attorney from the firm.

Q. What is the meaning of that endorsement?—A. It is the endorsement by Mr. Larose in virtue of a power of attorney from the firm of Turcotte, Provost & Co.

Q. I see that all these cheques appear to have passed through the Quebec Branch of the Merchants' Bank?—A. Yes.

Q. How did that happen?—A. I used to give the cheques to Mr. Turcotte, and he put them to his credit.

Q. Why did you give him the cheques?—A. I did not consider that they were my property.

Q. But why did you not consider them your property? The cheques were made to your order, and they were sent to you?—A. I have handed in a certain document here which shows the reason why; and I had an undertaking with Mr. Turcotte, and could not claim from Mr. Turcotte more than what is stated in that document itself.

Q. Then all that you were to get from the contracts is mentioned in the document you have filed?

(Objected to as irregular and a leading question. Objection maintained.)

Q. What were you to receive?—A. What is stated in the document, nothing more.

Q. Who was to get the remainder of the moneys paid for the fulfilment of the contract, over and above the four hundred dollars?—A. I have told you that I gave the whole amount to Mr. Turcotte.

Q. How did you come to give him that; was it in order to lend him money?—A. I gave him the cheques according as I received them; I used to endorse them and give them to him.

Q. With what object did you give those cheques to Mr. Turcotte?—A. I considered that they were not mine.

Q. They were cheques which were given in payment for goods delivered at the Citadel?—A. He used to furnish the goods and I gave him the cheques.

Q. It was in payment for goods furnished?—A. Yes.

Q. Was there any contract or arrangement between you and Mr. Turcotte, as to the fulfilment of the contract with the Government or the Militia Department, for the supplies to be furnished to the Citadel?—A. No contract other than the document I have handed in.

Q. What did the supplies amount to (look at the cheques) for that year—1893?—A. You can see that by the cheques, and make the addition.

Q. The whole amount was paid by these cheques?—A. Yes.

Q. There is nothing else?—A. Yes.

Q. Can you state approximately the amount of profits derived from the carrying out of the contract, for the year 1893?—A. I do not know.

Q. Not even approximately?—A. No.

Q. Now, will you examine this document, which is exhibit No. 26?

(Question objected to as irregular and not pertinent.

Question allowed.)

A. I have examined this tender; but is not signed by me.

Q. Will you read it?—A. It is the tender of 1891, for the year 1892.

Q. Will you read it?—A.

EXHIBIT No. 26.

"QUEBEC, the 30th November, 1891.

"SIR,—I hereby propose to furnish potatoes and groceries to the Militia at Quebec for one year, ending December, 1892, agreeably to the terms of your advertisement

dated the————and the conditions of the contract on the other side of this paper at the following rates, viz:—

"Potatoes, at 1 cent per pound.

"Groceries, at 4 cents per ration, which consists of one oz. pot barley, 2 oz. cheese, one-third oz. coffee, one quarter oz. tea, 2 oz. sugar, one half oz. salt, and one thirty-sixth oz. pepper, according to samples shown us by the officers calling for the supplies; and I do so with the understanding that this tender is to submitted to the Minister of Militia and Defence for his approval,—hereby agreeing, in the event of such approval being notified to me, to consider it as binding on me as if a formal ontract had bceen entered into.

"(Signed) J B. PROVOST,
"Quebec."

That signature is not mine.

Q. Do you know by whom it is written?—A. It is the handwriting of Mr. Larose; the body of the paper is by Mr. Turcotte.

Q. Mr. Turcotte, the member for Montmorency.—A. Yes.

Q. What position did Mr. Larose hold at the time, with Mr. Turcotte or Turcotte & Provost in 1891; was the firm of Turcotte & Provost in existence then, 30th Nov., 1891?—A. Yes.

Q. What position did Mr. Larose hold in the firm of Turcotte & Provost?—A. He was our employee.

Q. Were you informed that that tender had been accepted?—A. It must have been; but I do not remember it.

Q. But look at the corner of the exhibit, and see what is there marked?—A. I see: "Accepted, C. Eug. Panet."

By Mr. Girouard (Jacques Cartier):

Q. What exhibit were you speaking of?—A. I speak of exhibit 26.

By Mr. Langelier:

Q. Was the contract fulfilled?—A. Yes.

Q. By whom was it fulfilled; by whom were the supplies mentioned delivered to the Government?—By the firm of Turcotte & Provost.

Q. Of whom did the firm of Turcotte & Provost consist at the time?—A. It consisted of Arthur Turcotte and Jean Baptiste Provost.

Q. Jean Baptiste Provost is yourself?—A. Yes.

Q. And A. J. Turcotte is the member for Montmorency?—A. Yes.

Q. Examine these cheques:

Exhibit	27,	cheque,	dated	8th	January, 1892.
do	28	do		18th	do do
do	29	do		15th	February, do
do	30	do		15th	do 1893.
do	31	do		11th	March, 1892.
do	32	do		15th	do do
do	33	do		12th	April, do

Mr. GIROUARD.—You might give the number of your exhibits at once, and that will perhaps expedite matters.

Mr. LANGELIER.—I think you are right; that will save us much time.

By Mr. Langelier:

Q. Look at exhibits 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 and 51 and say what kind of cheques they are, and by whom they are signed and by whom they are endorsed?—A. They all bear the signature of Mr. Forest; that of the 11th March is signed by Mr. Lampson, and that of 15th March, 1892, is also signed by Mr. Lampson.

Q. They are all official cheques of the Militia Department?—A. Yes.

Q. Mr. Forest and Mr. Lampson, who signed these cheques are officials of the Militia Department at Quebec?—A. I do not know whether they were employees of the Militia Department, but these cheques went through all right.

Q. I see all these cheques are made payable to the order of Jean Baptiste Provost?—A. Yes.

Q. Mr. Jean Baptiste Provost is yourself?—A. Yes.

Q. I see these cheques are endorsed first with the name of Jean Baptiste Provost; that they are all endorsed by Jean Baptiste Provost?—A. Yes.

Q. Who is the Jean Baptiste Provost who endorsed them?—A. It is I myself.

Q. Now I find that very many of these cheques are endorsed, after the name of "Jean Baptiste Provost," with the name "Turcotte & Provost." What is the name "Turcotte & Provost?" What does it represent? Who is Mr. Turcotte, and who is Mr. Provost?—A. Mr. Turcotte is the member for Montmorency. Mr. Provost is myself.

Q. You were doing business at the time in partnership with whom?—A. With Mr. Turcotte.

Q. I see that all these cheques were deposited at the Merchants' Bank, Quebec?—A. Yes.

Q. Why were they deposited there?—A. Because we did business with that bank.

Q. Who furnished the groceries and provisions—in short all the supplies to be furnished under the contract for the year 1893?—A. It was always the firm.

Q. From the endorsements I see that it was during the existence of the firm of Turcotte & Provost that year; was it you yourself who wrote the name Jean Baptiste Provost as endorser of these cheques—I mean the cheques of 1892?—A. Jean Baptiste Provost is myself; but they are not all endorsed by me.

Q. Mention those which are not written by you, and then they can be specially identified?—A. I will do so.

Q. Was there a deed of dissolution of partnership between you and Mr. Turcotte?—A. Yes.

Q. Have you got it?—A. I have not. I have looked for it, and have been unable to find it.

By Sir Hector Langevin:

Q. Before whom was the deed executed?—A. Before Notary Charlebois.

By Mr. Langelier:

Q. Is it recorded in court?—A. Yes; I looked for the copy, but could not find it.

Q. In what year was it? Do you remember the year?—A. It was in the month of February.

Q. Are you sure it was in 1893 or in 1892?—A. No; I am not sure when it was; I do not think I stated that I was certain as to when it was.

Q. The partnership between you and Mr. Turcotte was for ten years?—A. We were ten years in partnership.

Q. When did you begin?—A. I do not remember. I should have to see the document. It was in 1883 or in 18—

Q. Now, have you ascertained who wrote on the cheques filed the endorsement: "J. B. Provost," was it you or was it another person?—A. A great many of these cheques are endorsed by me and others are endorsed by Mr. A. E. Larose; I see some of them are endorsed by Mr. Larose, by power of attorney.

Q. They are all endorsed either by you or by Mr. Larose under power of attorney?—A. Yes.

Q. Here is one—and there are several others like it—which is endorsed, under your endorsement, by Turcotte & Provost?—A. Yes.

Q. In whose writing is that endorsement?—A. It is Mr. Turcotte's writing.

Q. Mr. Turcotte, the member for Montmorency?—A. Yes.

Q. Dated 11th March, 1892?—A. Yes.

Q. Here is another—a cheque dated 15th March, 1892, endorsed Turcotte & Provost. By whom is that endorsement written?—A. The two signatures are by myself.

Q. Here is another of 12th April, 1892, bearing the endorsement of Turcotte & Provost, by whom is the endorsement written ?—A. It is in my own writing.

Q. That of 25th August, 1892, is endorsed by whom ?—A. It is endorsed "Turcotte & Provost" in the writing of Mr. Turcotte. That of 13th October, 1892, is endorsed "Turcotte et Provost" in the handwriting of Mr. Turcotte, as is also that of 18th November, 1892.

Q. We shall now take the cheques for 1893. In whose writing is the endorsement of the 12th April, 1893, under the name "Turcotte et Provost"?—A. In Mr. Turcotte's writing.

Q. And that of 14th July, 1893?—A. It is endorsed "Turcotte, Provost et Compagnie" and it is Mr. Turcotte's writing.

Q. It is the same as to that of 14th August, 1893?—A. Yes, the same as to that of 14th August, 1893, it is another cheque.

Q. The same as to that of 16th September, 1893, endorsed "Turcotte, Provost & Co."—A. Yes.

Q. In the same way that of 18th November, 1893, endorsed "Turcotte, Provost & Co." the writing is Mr. Turcotte's?—A. Yes.

Q. That of 22nd December also?—A. Yes.

By Mr. Edgar:

Q. Whilst the firm of Turcotte & Provost existed, where did the money received under these cheques go to, for whom was it received?—A. The money was received for the firm, and used by the firm, like any other money.

Q. What was Mr. Turcotte's share in that business?—A. The half, we each had half.

By Mr. Langelier:

Q. After the dissolution of the partnership whether it was in 1892 or in 1893 (you said you were not positive as to the date) to whom did the moneys go which were paid in fulfilment of these contracts for the Citadel?—A. I handed over, each month, the cheques to Mr. Turcotte: but all I myself got is what is stated in the document marked Exhibit No. 2.

Q. How did you get the sum mentioned in exhibit 2—that is to say—the sum of $400; did you deduct it it from some of the cheques, or how did you get it?—A. I got Mr. Turcotte's cheque for $400.

Q. But why did Mr. Turcotte give you the $400?—A. Mr. Turcotte was to pay me $300 a year for the good.will of the business.

Q. And as to the other $100 included in the $400, what were they for?—A. He paid me $100 over; there was no further understanding than that; when he gave me that document we had agreed upon $300.

Q. But apart from the $100 you have just mentioned, did you receive yourself directly or indirectly, any part of the moneys arising from the fulfilment of the contracts for the Citadel?—A. No.

Q. Neither in 1892, nor in 1893?—A. No.

Q. What you have just stated applies alike to the period of time when the firm of Turcotte & Provost existed and to the time when it was dissolved?—A. When the partnership existed I always put the money to Mr. Turcotte's credit, and I derived no benefit from it.

Q. After the dissolution of the partnership, what share did you get of the moneys arising from the contracts?—A. What is stated in that document, exhibit No. 2.

Q. $400?—A. The $400 mentioned; $300 are therein mentioned and $100 for the contract.

Q. That is all the interest you had in Mr. Turcotte's business after that?—A. Yes, that is all.

Q. Did you get a contract for supplying the Citadel for the year 1894—for the present year?—A. For the year 1894 we made no tenders; I did not make any tender,

but I got a letter from the department—which letter I hand in—whereby the department informs me that they continue the contract for the present year.

Q. This present year have you a grocery store yourself?—A. Yes.

Q. Is it yourself who have carried out that contract for this year?—A. It is the firm of Turcotte & Company.

Q. To whom does the store of Turcotte & Co. belong? What is the firm of Turcotte & Co.?—A. I think it is Mr. Turcotte, member for Montmorency, who does business under that name.

Q. Examine exhibit No. 52, being a cheque dated 20th January, 1894; exhibit No. 53, being a cheque of 20th February, 1894; exhibit No. 54, a cheque of 15th March, 1894; and exhibit No. 55, cheque of April, 1894, and say what these cheques are, by whom they are signed, to whose order they are made, by whom they are endorsed, and for what they were given?—A. These cheques are endorsed by me and some by Mr. Larose, under power of attorney.

Q. By whom are they signed?—A. By Mr. Forest.

Q. By the same Mr. Forest of whom you have already spoken?—A. Yes.

Q. These are officials of the Militia Department?—A. Yes; endorsed by me, or by some one holding a power of attorney.

Q. Endorsed with the name of Jean Baptiste Provost?—A. Yes.

Q. I see another endorsement, "A. J. Turcotte et Compagnie"?—A. Yes.

Q. Whom does that represent?—A. It is the signature of Mr. Turcotte.

Q. Is it his handwriting?—A. Yes.

Q. "A. J. Turcotte et Compagnie," whom does that represent?—A. I believe Mr. Turcotte does business under that name, but I do not know it,

Q. You say that all the endorsements "A. J. Turcotte et Compagnie," are in the handwriting of Mr. Turcotte, the member for Montmorency?—A. Yes.

Q. These cheques appear to have passed through the Merchants' Bank, which has a branch at Quebec; do you know why they went through that bank? Do you know where Mr. Turcotte does his business?—A. While I was with him, we did business with the Merchants' Bank.

Q. When you used to receive these cheques yourself in 1894, from the Militia Department, what did you do with them?—A. The cheques were sent to me, the cheques were brought to me by Mr. Turcotte's clerks, and I used to return them to them.

Q. Am I to understand that the cheques were sent to you or to Mr. Turcotte?—A. They are made payable to my order; sometimes they were brought to me by Mr. Turcotte's clerks, and sometimes by carters, and I returned them.

By Mr. Leclair:

Q You spoke a while ago of cheques bearing the signature of "A. J. Turcotte et Compagnie," in the handwriting of Mr. Turcotte himself?—A. Yes.

Q. Do not those cheques bear your own endorsement?—A. Yes, all the cheques bear my endorsement; they could not be paid without my endorsement.

Q. And the endorsement of Mr. Turcotte is after yours?—A. Not all, but either by me or, in the case of certain cheques, by Mr. Larose, who endorsed under a power of attorney and then the endorsement of "Turcotte, Provost et Compagnie."

Q. All these cheques appear to have been endorsed either by you, or by Mr. Larose, under power of attorney?—A. Yes.

Q. Who got the cheques for 1894?—A. I endorsed the cheques and returned them either to Mr. Turcotte or to his clerk who brought them to me to be endorsed.

Q. You received nothing yourself, even indirectly, from the transactions of 1894?—A. No.

Q. By whom were the cheques brought to you in that way to be endorsed?—A. By Mr. Turcotte's employees.

Q. And you endorsed them, in the way you stated a while ago?—A. Yes.

Q. Did you get any share in the proceeds of the payment of these cheques?—A. Nothing beyond my contract mentioned.

Q. Then I understand this contract continues for this present year?—A. I think so.

Q. According to your statement a moment ago, you tendered in 1891 for the year 1892, in your own name alone, and you were at that time in partnership with Turcotte, under the name of Turcotte & Provost. Will you say why you made the tender in your own name, in place of making it in the name of Turcotte & Provost, or of Turcotte & Compagnie?—A. Because, Mr. Turcotte being unable to have the contract in his name, it was made in my name.

By Mr. Curran:

Q. Did you act in good faith in that matter?—A. It was in good faith; like the cheques I returned to the firm.

Q. In making your tender, did you act in good faith?—A. Yes.

By Mr. Langelier:

Q. In 1894, I see you got the contract?—A. Yes.

Q. You said a while ago that it was not you that carried out the contract. Why is the contract in your name, when it was Mr. Turcotte who performed it?—A. Because I considered myself bound by the paper now on file.

Q. Examine exhibits 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99 and 100, and state whether you know the signatures at foot of the said documents?—A. The first document is dated 15th March, 1892.

Q. These documents are signed "J. B. Provost;" I want to know who J. B. Provost is?—A. It is I.

Q. Was it you who wrote that signature, "J. B. Provost"?—A. I have not as yet seen any of my own; I am looking over them.

Q. Who signed your name in that way?—A. The employees, I suppose, who received the cheques.

Q. Can you recognize the signature?—A. Some of them were signed by Mr. Larose.

Q. Are there any that were signed by Mr. Turcotte?—A. No.

Q. I speak only of the handwriting?—A. No; there are none signed by Mr. Turcotte; it was our carters often who went for the cheques and who gave the receipts, but they are all signed with my name.

Q. I see that the accounts or vouchers are signed by J. B. Provost in favour of Mr. Forest; why is that?—A. These are the monthly receipts when we sent for the Government money.

Q. Then each of these receipts correspond to cheques given by the Government?—A. They should correspond.

Q. You stated a while ago that you kept a grocery store at Quebec?—A. Yes.

Q. Since what date?—A. Since the 15th March, 1894.

Q. Is that grocery store far from Mr. Turcotte's store?—A. No; it is but a short distance.

Q. How does it happen that it was not you that performed the contract which was in your name, when you had a grocery store. Was it because you could not do it, or because you did not want to do it?—A. Because I considered myself bound by my contract, that is to say, that I was not to furnish the goods.

Q. Bound to whom?—A. To Mr. Turcotte.

Q. Have you again, recently, received cheques on this contract subsequent to those we have here—cheques from the Militia Department, in pursuance of the contract, since the month of April last?—(Question objected to as irregular and not pertinent. Objection maintained.)

Q. You have no other papers to produce but those you mentioned a while ago?—A. No.

Q. Here is a letter which was read in the House of Commons, by Mr. Turcotte, the member for Montmorency, when the charge was made against him; this letter purports to have been written by you; it is addressed to *L'Evénement*, and it is dated 21st April, 1894; have you got that letter?—A. I think I have part of it; but I do not think I have it about me.

Q. Have you any objection to produce it if you have it in your possession?—A. Here it is; I hand it in as exhibit 101.

Q. Is it a copy or a duplicate?—A. It is the copy made for *L'Electeur*, which did not reach its destination.

Q. It is the letter you wrote for publication in *L'Evénement*?—A. Yes.

Q. Will you read it?—A. "Having been confined to the house for seven or eight "days by a rather serious illness, I was unable until yesterday to see the parliamentary "correspondence which appeared in *L'Electeur* on the 16th April last.

"In that correspondence it is stated that Mr. A. J. Turcotte, M.P., had secured for "Mr. Provost, his partner, the contract for furnishing groceries to the citadel, and that "after the dissolution of the firm of Turcotte et Provost, I had claimed the profits of the "contract, something like $1,600.

"I desire to state here that I secured that contract in the regular way, by tender, "and that at the time when I secured it I was not a member of the firm of Turcotte et "Provost. Moreover, in view of the fact that, just then, I had no longer a store at "my disposal, I made arrangements with the Turcotte firm for the delivery of my goods.

"As to the other assertion of your correspondent, that I was to have $1,600 from "Mr. Turcotte, for the fulfilment of my contract, it is entirely erroneous. I did not "make any such claim, and I had no occasion to do so, for I was paid personally by the "Government, by cheques to my order.

"(Signed) J. B. PROVOST."

Q. What is the signature at foot of that document—of that letter?—A. It is my own signature. That copy I sent to *L'Electeur*. I had made two copies, and this one was to have appeared in *L'Electeur*.

Q. And *L'Electeur* sent it back to you?—A. No; the party who was intrusted with it thought it was not necessary. I was ill at the time, and I had sent it to *L'Electeur*.

Q. Did you write it spontaneously, or were you asked to write it?—A. I did it of myself; no one asked me to write it.

Q. For what reason did you send that letter to the newspapers?—A. The circumstances were these: I had been in bed for some days, and my partner, Mr. Larose, came to see me, and said that certain articles were published in the papers, and that he had met one of Mr. Turcotte's employees who told him that I was the instigator of the whole thing; and it was thereupon that I decided to write that article.

Q. You say in this letter: "I desire to state here that I secured this contract in a regular way;" what contract are you speaking of? Is it the contract for 1892, 1893 or 1894?—A. It was with reference to those tenders I meant to speak.

Q. You speak of only one contract, but there were three?—A. When I wrote that I was not under oath.

Q. You say in this letter that "when you secured that contract you had no store at your disposal"?—A. Yes.

Q. You were not speaking of a contract you have had since 1894?—A. I was notified in 1893 that I had the contract for 1894.

Q. At the time, you had no store?—A. No.

Q. You say in this letter that "you were paid personally by the government, by cheques to your order? Well you explain that to the committee?—A. Those are the cheques you showed me just now,—the endorsed cheques; I could not have any claims against Mr. Turcotte, otherwise I would have paid myself before endorsing the cheques.

By Mr. Girouard (Jacques Cartier):

Q. You say the contracts were all in your name; if Mr. Turcotte had refused to advance the goods, would you have considered yourself bound to procure them elsewhere?—A. Yes; I should have felt bound to fulfil my contract.

By Mr. Langelier:

Q. Does the letter you wrote to *L'Evénement* contain the truth?—A. A part, probably.

Q. Which part does not contain the truth ?

WITNESS.—Will you please return me the letter ?

(Witness reads the letter.)

A. It is the truth.

Q. Then your letters contains the whole truth ?—A. Yes.

Q. I have nothing more to ask you.

By Mr. Curran :

Q. If I understand you correctly, you were ill when that letter was written ?—A. Yes.

Q. And you wrote it spontaneously and of yourself ?—A. Yes.

Q. No one suggested it to you ?—A. No ; I did it of myself without being asked by any one.

By Mr. McCarthy :

Q. You state in your letter in the English *Hansard* of the House of Commons, "I may further add that at that time, as I had no place of business of my own, I arranged with the Turcotte firm for the delivery of my goods." Is that correct ?—A. It is correct ; you see, Mr. Turcotte gave me that paper on the dissolution of the partnership, therefore the contract has existed since the partnership was dissolved.

Q. Therefore, the agreement to which you refer is the agreement contained in the paper filed ? (exhibit No. 2)—A. Yes.

Examination adjourned to Wednesday, 27th June instant.